

EXHIBIT F-12

BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION LOST PROFITS), REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE (EXCEPT AS OTHERWISE SPECIFIED IN THIS SECTION OF THE AGREEMENT). CLIENT AND MEDIA AGREE THAT THE LIQUIDATED DAMAGES SET FORTH ABOVE ARE REASONABLE AND NOT A PENALTY BASED ON THE FACTS AND CIRCUMSTANCES OF THE PARTIES AT THE TIME OF ENTERING INTO THIS AGREEMENT WITH DUE REGARD TO FUTURE EXPECTATIONS. THESE LIQUIDATED DAMAGES AND THOSE UNDER THE LEASE AGREEMENT ARE NOT ADDITIVE; THEY SHALL ONLY BE PAID UNDER THIS AGREEMENT OR THE LEASE AGREEMENT, NOT UNDER BOTH AGREEMENTS.

10) GOVERNING LAW.

This Agreement and any dispute arising from or in connection with this Agreement shall be interpreted under and governed by Texas law, without regard to conflict of laws principles.

11) BINDING ARBITRATION.

Media and the Client agree any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Dallas, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on any award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12) WAIVER.

The failure of either party to insist upon the performance of any obligation or term of this Agreement or to exercise any right hereunder shall not constitute a waiver of that obligation or term. No waiver of any right or obligation under this Agreement shall be effective unless in writing and signed by both parties.

13) ACKNOWLEDGMENT

(A) In accordance with the rules and regulations promulgated by the U.S. Securities and Exchange Commission (the “**SEC**”), the interest acquired through the execution of this Agreement and the Lease Agreement as described in an Executive Summary relating to this transaction which has previously been delivered to Client (the “**Executive Summary**”) is deemed to be a “security” as such term is defined in the Act. As a result, such interest is subject to the SEC’s rules and regulations governing securities.

(B) By executing this Agreement, the Client is not purchasing cryptocurrency. The Client is purchasing 100% of the Mining Farm(s). The Client is acquiring no interests in the products generated by the Mining Farms by CTH, the lessee of the Mining Farms.

(C) This Agreement creates no relationship of employment, joint venture, partnership, limited partnership, fiduciary or agency between the parties and the parties hereby acknowledge that no other facts or relations exist that would create any such relationship between them.

The parties are engaging in this Agreement as independent parties with respect to each other.

- (D) Client acknowledges and agrees that all service obligations of Media under this Agreement will be assigned to CTH and upon such assignment Media will have no further obligations to Client pursuant to this Agreement.

14) SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and will be binding upon and enforceable by the parties and their respective heirs, representatives, successors and permitted assigns; provided that Client cannot assign its rights under this Agreement without the prior written consent of Media, which consent may be withheld for any reason.

15) ENTIRE UNDERSTANDING; AMENDMENT

This Agreement and the schedules attached hereto, the Lease Agreement and the Executive Summary constitute the entire understanding and agreement between the parties with respect to the subject matter set forth in this Agreement and supersedes any and all prior agreements, understandings, promises, conduct and representations made concerning the subject matter of this Agreement. This Agreement may only be amended in writing, signed by each party to this Agreement.

16) COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement may be executed in counterparts, each of which taken together shall constitute an original, single, binding agreement between the parties. Any signature of a party required by this Agreement may be transmitted to the other party via facsimile or other electronic transmission and such facsimile or electronically transmitted signature shall be deemed an original signature binding upon the signing party for all purposes.

17) ATTORNEYS' FEES AND COSTS.

If either party resorts to legal action in order to enforce the provisions of this Agreement or to defend such action pursuant to the arbitration provisions set forth in paragraph 12 above, the prevailing party will be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such action, or in enforcing this Agreement, including but not limited to post-judgment costs.

18) SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is found to be invalid, void, or unenforceable by any court of competent jurisdiction or arbitrator, the remaining provisions hereof will continue in full force and effect and will in no way be affected, impaired or invalidated.

19) SURVIVAL.

Sections 7, 9, 10, 11, 13, 14, 15, 17, 18 and 19 of this Agreement will survive the expiration, termination, or cancellation of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

NFN8 Media, LLC, a Texas limited liability company

Name: _____

Title: _____

Signature: _____

Date: _____

CLIENT

Mobile-Med Work Health Solutions

Signature: Justin Lo

Address: 2101 Forest Ave. #220 San Jose, CA 95128

Phone Number: (650) 280-0816

Social Security # / Tax ID: 82-0936379

Email: justin@justinlcmd.com

SCHEDULE A
(Purchased Mining Farm Equipment and Services)

YOUR PURCHASE CONSISTS OF THE FOLLOWING EQUIPMENT PACKAGE

| <u>EQUIPMENT</u> | <u>SERIAL NUMBER</u> |
|---|-----------------------------|
| THIRTY-FOUR (34) Infinite Blockchain Miner(s) | ISSUED UPON PURCHASE |

EACH MINING FARM INCORPORATES THE FOLLOWING

HARDWARE

CUSTOM MINING SERVER SETUP
HIGH-GRADE ALUMINUM CASING
CPU RACK WITH MULTIVARIATE OUTPUTS – MULTIPLE NODES
SHA 256 MICROPROCESSORS
FIELD-PROGRAMMABLE GATE ARRAY (FPGA)
500 MIN. APPLICATION SPECIFIC INTEGRATED CIRCUIT CHIPS
COMPUTER CONTROLLED FANS FOR COOLING AND HEAT DISSIPATION
PCI SLOTS
POWER ADAPTERS
REDUNDANT TRANSFER DEVICES
INCOMING POWER MANAGEMENT CONTROLLERS
VARIABLE INLINE CAPACITORS
CUSTOMIZED POWER MANAGED CONNECTING CABLES
PROPRIETARY MANAGED DASHBOARD SYNC
CONNECTORS FOR MONITORS

SOFTWARE AND FIRMWARE

CUSTOM FIRMWARE FOR END USER INTERFACE, WALLET POOL MANAGEMENT
THERMAL LOAD MANAGEMENT SOFTWARE
PROPRIETARY COOLING SOLUTION SOFTWARE
METERING AND MONITORING CHIP EFFICIENCY SOLUTION SOFTWARE
PROPRIETARY THERMAL LOAD MANAGEMENT SOFTWARE
PROPRIETARY MINING FARM SOFTWARE LICENSE
PROPRIETARY MULTI-SOFTWARE SYNC LICENSE

SERVICES

(1) The purchased assets are procured, assembled, and tested by Media. (2) Mining Software is installed, tested, managed and updated. (3) The purchased assets are transported, installed, and warehoused at a designated data center where power, cooling, and venting are carefully controlled. (4) The data center is protected, alarmed, and insured. (5) The equipment may be modified, updated or both or exchanged for like, kind, or more advanced equipment at any time at the discretion of Media. (6) The software referenced above is part of the services provided in this agreement. It is not owned by the client. Client does not obtain any rights to the software. The equipment purchaser pays no additional fees for (1) through (6). The exact location and address of the data center is not disclosed herein for security and safety reasons.



Bill of Sale

Dated

3/23/2023

EQUIPMENT**CUSTOMER NUMBER**

**COMPUTER EQUIPMENT SYSTEMS
PLUS PREPAID MAINTENANCE**

-0310-22911-202118-092026

Serial Numbers

NGSB68ABJJIBE0351
NGSB68ABJJIBE0301
NGSB68ABJJIBE1371
NGSB68ABJJIBE0341
NGSB68ABJJIBE1394
NGSB68ABJJIBE1381
NGSB68ABJJIBE1400
NGSB68ABJJIBE1261
NGSB68ABJJIBE1320
NGSB68ABJJIBE1382
NGSB68ABJJIBE1399
NGSB68ABJJIBE1376
NGSB68ABJJIBE0302
NGSB68ABJJIBE0299
NGSB68ABJJIBE1263
NGSB68ABJJGAG5973
NGSB68ABJJIBE0353

NGSB68ABJJIBE0300
NGSB68ABJJIAE0278
NGSB68ABJJGAG5974
NGSB68ABJJIAE0034
NGSB68ABJJGAG5727
NGSB68ABJJIBE0356
NGSB68ABJJIBE0355
NGSB68ABJJIAE0055
NGSB68ABJJGAG5736
NGSB68ABJJIBE0359
NGSB68ABJJIBE0298
NGSB68ABJJIBE0354
NGSB68ABJJIBE0332
NGSB68ABJJIAE0276
NGSB68ABJJGAG5708
NGSB68ABJJGAG5731
NGSB68ABJJIAE0114

Sales Price **\$1,020,000.00**

Amount Paid **\$1,020,000.00**

Amount Due **\$ -**

Sold to:

JLL Ventures
 Justin Lo
 2101 Forest Ave #220
 San Jose, CA 95128
 (650) 280-0816
 justin@justinlmd.com

Thank you for your business!



Bill of Sale

Dated

EQUIPMENT
 3/23/2023
CUSTOMER NUMBER
**COMPUTER EQUIPMENT SYSTEMS
 PLUS PREPAID MAINTENANCE**
Serial Numbers

| | |
|-------------------|-------------------|
| NGSB68ABJJIAE0265 | NGSB68ABJJGAG4644 |
| NGSB68ABJJIAE0279 | NGSB68ABJJGAG4740 |
| NGSB68ABJJGAG5705 | NGSB68ABJJGAG4738 |
| NGSB68ABJJIAE3861 | NGSB68ABJJGAG4652 |
| NGSB68ABJJGAG5726 | NGSB68ABJJGAG4493 |
| NGSB68ABJJIAE0117 | NGSB68ABJJIAE0754 |
| NGSB68ABJJIAE3836 | NGSB68ABJJGAG4689 |
| NGSB68ABJJIAE3910 | NGSB68ABJJIAE0831 |
| NGSB68ABJJIAE0270 | NGSB68ABJJGAG4244 |
| NGSB68ABJJIAE3904 | NGSB68ABJJGAG4716 |
| NGSB68ABJJIAE3903 | NGSB68ABJJGAG4743 |
| NGSB68ABJJGAG5737 | NGSB68ABJJGAG4697 |
| NGSB68ABJJIAE3841 | NGSB68ABJJIAE0632 |
| NGSB68ABJJIAE3840 | NGSB68ABJJIAE0816 |
| NGSB68ABJJIAE3906 | NGSB68ABJJIAE0630 |
| NGSB68ABJJIAE3905 | NGSB68ABJJGAG4741 |
| NGSB68ABJJGAG4649 | NGSB68ABJJIAE0749 |

| | |
|--------------------|------------------------|
| Sales Price | \$ 1,020,000.00 |
| Amount Paid | \$ 1,020,000.00 |
| Amount Due | \$ - |

Sold to: Mobile-Med Work Health Solutions
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Thank you for your business!